

Memorandum



Date: September 11, 2007

GOE
Agenda Item No. 2W

To: Honorable Chairman Bruno A. Barreiro and Members,
Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Agreement between Miami-Dade County and the Omni Redevelopment District Community Redevelopment Agency for the County to provide water infrastructure improvements in the Omni Redevelopment District funded by the Community Redevelopment Agency in the amount of \$3,500,000.

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution authorizing the execution of an agreement between the County and the Omni Redevelopment District Community Redevelopment Agency (CRA) providing for funding by the CRA to the County in the amount of \$3,500,000 for the County to provide water infrastructure improvements in the Omni Redevelopment District.

SCOPE OF AGENDA ITEM

The agenda item has an impact on Commission District 3, Commissioner Audrey M. Edmondson.

FISCAL IMPACT/FUNDING SOURCE

This agenda item provides for funding by the CRA to the County in the amount of \$3,500,000 for the County through its Miami-Dade Water and Sewer Department (MDWASD) to provide water infrastructure improvements in the Omni Redevelopment District. The construction costs for the water facility improvements are estimated to be \$3,500,000. The County is not contributing to the cost of the improvements.

TRACK RECORD/MONITOR

MDWASD's Intergovernmental Affairs Manager will monitor the agreement.

BACKGROUND

The CRA requested the County, through MDWASD, to provide water infrastructure improvements in the Omni Redevelopment District, bounded by N.E. 20 Terrace to the north, Interstate 395 to the south, Interstate I-95 to the west and Biscayne Bay to the east. These proposed water main upgrades, specifically, thirty one (31) water facility improvements, are highlighted in Exhibit A, as attached. Water infrastructure in the Omni Redevelopment District is in need of improvements to encourage redevelopment, as such, the estimated cost of the improvements is \$3,500,000, including design, permitting and construction which will be fully funded by the CRA. The CRA anticipates additional funding in the amount of \$500,000 in case project costs exceed \$3,500,000. The County will determine the sequence of the order in which the improvements will be designed and installed and intends to work from west to east. Once the agreement is executed, the CRA will reimburse MDWASD in the amount of

Honorable Chairman Bruno A. Barreiro and Members,
Board of County Commissioners
Page 2

\$200,000 for initial project costs, thereafter, MDWASD will submit monthly invoices to the CRA as costs are incurred.

MDWASD forces will be designing and installing the necessary water improvements to make sure the improvements are promptly designed and installed as MDWASD has the ability, the expertise and the manpower to successfully complete this project in an expeditious manner. A companion resolution which authorizes the County to utilize its own forces to provide the water infrastructure improvements has been prepared and is listed on today's agenda. The improvements are expected to be completed in a three year period.

The agreement terminates when maximum compensation costs have been reached by the County and the CRA has fully reimbursed the County for its costs.



Assistant County Manager

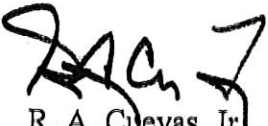


MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: October 16, 2007

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No.

10-16-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE AN AGREEMENT WITH THE OMNI REDEVELOPMENT DISTRICT COMMUNITY REDEVELOPMENT AGENCY TO PROVIDE FUNDING TO THE COUNTY FOR CONSTRUCTION COSTS OF \$3,500,000 DOLLARS FOR WATER INFRASTRUCTURE IMPROVEMENTS NECESSARY TO ENCOURAGE REDEVELOPMENT IN THE OMNI REDEVELOPMENT DISTRICT BOUNDED BY N.E. 20 TERRACE TO THE NORTH, INTERSTATE 395 TO THE SOUTH, INTERSTATE 95 TO THE WEST AND BISCAYNE BAY TO THE EAST; FURTHER AUTHORIZING THE COUNTY MAYOR TO EXERCISE PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves execution of an agreement with the Omni Redevelopment District Community Redevelopment Agency (CRA) for funding by the CRA to the County in the amount of \$3,500,000 for Miami-Dade Water and Sewer Department to provide water infrastructure improvements in the Omni Redevelopment District and authorizes the County Mayor or his designee, to execute same for and on behalf of Miami-Dade County, in substantially the form attached hereto, and to exercise all provisions contained therein.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of October, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency

Henry N. Gillman

5

AGREEMENT BETWEEN
OMNI REDEVELOPMENT DISTRICT COMMUNITY REDEVELOPMENT AGENCY
AND
MIAMI-DADE COUNTY
FOR WATER INFRASTRUCTURE IMPROVEMENTS IN THE OMNI REDEVELOPMENT
AREA

THIS AGREEMENT, made and entered into this ____ day of _____, 2007, by and between the Omni Redevelopment District Community Redevelopment Agency, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes, hereinafter referred to as the "CRA", and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY."

W I T N E S S E T H

WHEREAS, the CRA and the COUNTY through its Miami-Dade Water and Sewer Department, hereinafter referred to as the "Department", have identified the need for water infrastructure improvements in the CRA's Redevelopment Area, and

WHEREAS, the Redevelopment Area is bounded by N.E. 20th Terrace to the north, Interstate 395 to the south, Interstate I-95 to the west and Biscayne Bay to the east, hereinafter referred to as the "Project", and as shown on Exhibit "A" and

WHEREAS, the CRA is responsible for carrying out community redevelopment activities and projects in the Omni Redevelopment Area, and

WHEREAS, the water facilities in the Omni Redevelopment District are in need of improvements to encourage redevelopment, and

WHEREAS, the CRA and the COUNTY desire to improve the water infrastructure to encourage redevelopment in the area, and

WHEREAS, the CRA has funding for water improvements in the Redevelopment Area in the amount of approximately \$3,500,000.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, the COUNTY and the CRA hereby agree as follows:

1. The COUNTY has identified thirty-one (31) water facility improvement segments in the Redevelopment Area ranging in length from 130 – 1,540 feet, as shown on Exhibit "A" and which are identified as P1 – P31. The COUNTY shall design and install all or a portion of these facilities in accordance with the terms and conditions herein. The COUNTY shall determine the sequence of the order in which the improvements shall be designed and installed, and intends to work from west to east within the Redevelopment Area. Within sixty (60) days of the execution of this agreement, the COUNTY shall provide the CRA with the anticipated sequence. After a segment is designed by

the COUNTY and permitted, the plans will be forwarded to the Department's Water Distribution Division for installation of that segment of the water facility improvements.

2. The COUNTY intends to utilize the Department's personnel to install the improvements. However, in the event that the COUNTY personnel cannot perform the installation due to unforeseen conditions in the field or situations beyond its capability, such as the need to jack and bore or COUNTY personnel scheduling constraints, the COUNTY reserves the right but not the obligation to have the work performed by an independent contractor. In this event the COUNTY shall have exclusive responsibility for the procurement of said services and shall charge such costs to the Project. The COUNTY will have no obligation to enforce or utilize any CRA or City of Miami procurement rules.

3. The CRA reserves the right to schedule meetings for informational purposes with the COUNTY at a place designated by the COUNTY upon forty-eight (48) hours notice. The CRA's contact person is James H. Villacorta, Executive Director of CRA, at 305/679-6800. The COUNTY's contact person for design issues is Victor Fernandez-Cuervo, Chief of Engineering of the Department, T/N 786/268-5250. The COUNTY's contact person for installation issues is Luis Aguiar of the Department, T/N 305/547-7004.

4. The COUNTY shall be fully responsible for obtaining all required approvals from all appropriate governmental and regulatory agencies and all necessary permits for the improvements contemplated to be constructed in this Agreement. The CRA shall assist the COUNTY in permitting as may be necessary.

5. The CRA agrees to reimburse the COUNTY for the Project in the following manner:

- a. Upon execution of this Agreement, the COUNTY will submit an invoice to the CRA for an amount of \$200,000, which will be an advancement of the COUNTY's initial Project cost.
- b. Thereafter, on a monthly basis, the COUNTY will submit an invoice to the CRA for the actual cost incurred by the COUNTY during that month for the design and/or installation costs associated with the Project. The CRA shall reimburse the COUNTY for the final cost to design and construct the Project, including, but not limited to labor, materials, supplies, permit fees, vehicles, fringe benefits, overhead, consultant and independent contract costs and other related costs, as appropriate. The invoice will indicate the amount of expenses incurred to date for the Project. County crews shall be invoiced such that the County recovers the hourly rate for such crews and also all fringe benefits.
- c. The CRA shall make full payments to the COUNTY within thirty (30) days from the invoice date. If said payments are not made within thirty (30) days, the COUNTY shall cease work on the Project.
- d. The CRA will reimburse the COUNTY up to a maximum of \$3,500,000. The CRA anticipates additional funding in the amount of \$500,000 in FY 2007. In the event the CRA obtains additional funding, it can authorize, and the COUNTY agrees to accept, additional funding up to a maximum that the CRA obtains.
- e. The COUNTY is not obligated to design or install water facilities for costs that

exceed the total compensation in Paragraph 5.d. above and shall provide the CRA with ninety (90) day notice of expected utilization of maximum compensation. The COUNTY does not warrant or represent that any or all of the project can be designed, permitted and constructed at a cost equal to or less than that specified in the bid above.

6. The COUNTY shall collect its approved water construction connection charges for properties connecting to the water facilities installed pursuant to this Agreement in accordance with the charges in the Department's Rate Schedule which has been approved by the Board of County Commissioners. This charge is calculated based on the front footage of the property connecting to the facilities. The current construction connection charge to a twelve-inch water main is \$30 per front footage, plus interest, for properties connected to water improvements installed in this Project. The charge remains in effect for a twelve (12) year period. The CRA will be reimbursed for those charges up to an amount not to exceed the CRA's contribution to the COUNTY for the Project. However, the CRA can waive the charges for a development if it so desires and shall provide the COUNTY with a letter to that effect. Nothing contained herein shall prohibit the COUNTY from collecting its water connection charges and the COUNTY shall retain all water charges so collected.

7. The CRA has the option to delete one or more of proposed segments of the water facilities from the list shown on Exhibit "A" to accelerate the design and installation of the improvements by other forces. Maximum compensation to the COUNTY will be reduced by the value to the CRA for said segments.

8. The CRA shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CRA or its employees, agents, servants, partners principals or subcontractors. The CRA shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CRA expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

9. However, nothing contained herein is intended to create any liability on the CRA beyond the scope of Section 768.28, Florida Statutes, as currently in effect or as lawfully amended.

10. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including appellate fees, from the other party.

11. Upon completion of construction of the Project, the COUNTY shall be the sole and complete owner and shall assume full responsibility for maintenance of said Project.

12. The CRA will assist the COUNTY in obtaining any required easements and City of Miami permits.

13. The CRA will not cause this Project to be delayed. If the CRA does cause a delay that results in a claim to the COUNTY, the CRA shall indemnify the COUNTY against such delays in accordance with Paragraph 8 and shall pay all judgments and losses sustained by the COUNTY as a result in whole or in part. Nothing contained herein shall limit the indemnity in Paragraph 8.

14. Either Party may terminate this agreement with or without cause at any time for convenience upon thirty (30) calendar days prior to written notice to the other party. In the event CRA terminates, this agreement, CRA shall reimburse the COUNTY for all costs associated with the Project.

15. This Agreement shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

16. The Project is expected to be completed within a three year period from the execution of this Agreement. However, this Agreement shall terminate when maximum compensation costs have been reached by the COUNTY and the CRA has reimbursed the COUNTY for its costs as described in Paragraph 5 above. The COUNTY does not represent that the project will be completed in three years.

17. The COUNTY does not warrant that, either during the project or after, water capacity, sewer capacity, or both, shall be available in sufficient amount to permit any or all future connections to the County's utility system. Nothing herein shall obligate the County to provide water service, sewer service, or both within the area if such service is not available, or if such service is not consistent with rules and/or ordinances or Miami-Dade County policy.

(The rest of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers on the date first written above.

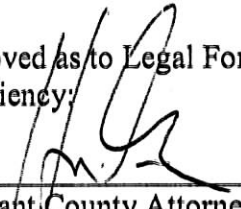
MIAMI-DADE COUNTY, FLORIDA

ATTEST:

By: _____
Clerk


By: _____
County Manager

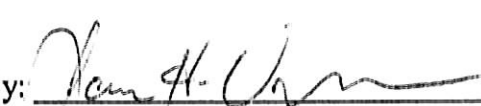
Approved as to Legal Form and
Sufficiency:


Assistant County Attorney 8/16/07

OMNI REDEVELOPMENT DISTRICT
COMMUNITY REDEVELOPMENT AGENCY

ATTEST:

By:  7-18-07
Priscilla A. Thompson
Clerk of the Board

By: 
James H. Villacorta
Executive Director

Approved as to Form and Correctness:


Jorge L. Fernandez
General Counsel

OMNI CRA
WATER LINE UPGRADES

Line No.	Diameter (In.)	Length (ft)	Total Project Cost
P-1	12	520	\$94,219
P-2	12	470	\$85,159
P-3	12	450	\$81,536
P-4	12	550	\$99,655
P-5	12	595	\$107,808
P-6	12	600	\$108,714
P-7	16	630	\$131,368
P-8	16	785	\$163,688
P-9	12	795	\$144,046
P-10	12	400	\$72,476
P-11	12	245	\$44,392
P-12	12	570	\$103,278
P-13	12	365	\$66,134
P-14	12	560	\$101,466
P-15	12	525	\$95,125
P-16	12	725	\$131,363
P-17	12	870	\$157,635
P-18	12	1540	\$279,033
P-19	12	820	\$148,576
P-20	12	900	\$163,071
P-21	12	795	\$144,046
P-22	12	530	\$96,031
P-23	12	130	\$23,555
P-24	12	595	\$107,808
P-25	12	1025	\$185,720
P-26	12	550	\$99,655
P-27	12	550	\$99,655
P-28	12	470	\$85,159
P-29	12	470	\$85,159
P-30	12	550	\$99,655
P-31	12	280	\$50,733

Total \$3,455,915

//

